Indian Country TODAY

SERVING THE NATIONS | CELEBRATING THE PEOPLE

ADVERTISING CONTRACT

This Agreement is hereby made between Indian Country Today Media Network, LLC, (hereinafter referred to as "Publisher"), and the undersigned (hereinafter referred to as "Advertiser").

Advertiser agrees to run advertisements in accordance with the following:

Size: ¼ page   **Frequency:** 9.26.12   **End date:** 9.27.12

Payment for advertising shall be made within thirty (30) days of execution of this Agreement, or in accordance with the following terms:

Advertiser represents and warrants that the Advertiser is authorized to publish the entire contents and subject matter of the advertisements, and that publication by Publisher, will not violate the personal or proprietary rights of any third party or any law or regulation. Advertiser will indemnify and hold Publisher harmless from and against any loss, expense, or liability (including attorney's fees) resulting from claims or suits based upon advertising, without limitation.

ADVERTISER: Evergreen State College

ADDRESS: Lab 1, Rm 3020

CITY: Olympia   **STATE:** WA   **ZIP:** 98505

TELEPHONE: 360-867-6202   **FAX:**

CONTACT PERSON: Erin Genia   **ACCOUNT #:**

For office use only:

Effective Date of Agreement: 8/17/12   **Salesperson:** Heather Donovan

Amount of Agreement: $975   **Amount Due:** $975

Paid: **Method of Payment:**

This Insertion Order ("IO") is entered into as of _____, 20____ (the "Effective Date") by and between Indian Country Today Media Network, LLC ("Company") and _____, ("Agency") on behalf of its client _____ ("Advertiser")." The parties agree as follows:

1. This IO between Company and Agency shall be governed by the terms and conditions set forth below and any terms set forth on the front page of this IO. If this IO is executed directly by Advertiser, all obligations, rights and liabilities of "Agency" set forth in this IO shall be deemed to be the obligations, rights and liabilities of Advertiser.

2. Agency may not cancel orders for or make changes in advertising after the scheduled closing date(s). Agency acknowledges and agrees that the rates agreed to by the parties take into account the volume of ads as set forth in a particular order. As such, in the event Agency fails to use all ad space set forth in such order, such failure shall result in higher ad rates. In such event, Agency shall owe Company an additional sum based on the difference between the billed rates and Company's standard higher rates. Invoices will be provided to Agency pursuant to the applicable terms set forth below in the Sections labeled "Internet Specific Terms" and "Print Specific Terms". Agency will make payment within 30 days of the invoice date. Interest will accrue on any past due amounts hereunder at the rate of the lesser of 1.5% per month or the maximum amount permitted by law. In addition, Agency shall be liable to Company for all attorneys' fees and other costs of collection to collect such unpaid amounts.

3. Notwithstanding anything in this IO to the contrary, Company shall have the right to conduct a credit check on Agency and/or Advertiser to determine their respective creditworthiness, and, in Company's sole discretion, require advance payment of invoices.

4. Company reserves the right in its sole discretion to reject or remove any ad provided by Agency ("Ad") at any time for any reason, including without limitation, Ads which (i) may bring disparagement, ridicule or scorn upon Company or any of its affiliates, (ii) expose Company to liability, litigation or adverse publicity or otherwise damage Company's or any of its affiliates' goodwill, (iii) encourage, glorify or promote the use of violence, (iv) encourage, glorify or promote any type of unlawful activity or illegal products or services and/or (vi) may appear to be deceptive or misleading in any manner.

5. Agency acknowledges and agrees that Company has no responsibility to review any Ads.

6. All Ads are accepted by Company upon the representation by Agency that they are authorized to grant Company the right to publish the entire contents of such Ads.

7. Either party may terminate this IO at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice of the breach from the non-breaching party.

8. Neither party will use the other party's trade name, trademarks, logos or other indicia (collectively, "Trademarks") without the other party's written consent, provided that Company may use Agency's and/or Advertiser's Trademarks as necessary to perform the services under this IO.

9. Agency represents and warrants that as agent on behalf of Advertiser, it has the authority to bind Advertiser to the terms of this IO.

10. Agency agrees to defend, indemnify and hold harmless Company and its affiliates and their respective directors, officers, employees and agents from and against any and all costs, liabilities, demands, claims, suits, actions, damages, losses and other expenses (including without limitation, attorneys' fees) (collectively, "Losses"), incurred by Company as a result of a third party claim arising from or relating to (i) any Ad, including without limitation, products or services promoted or otherwise referenced in any Ad, and/or (ii) any breach of this IO by Agency and/or Advertiser. Company agrees to defend, indemnify and hold harmless Agency from and against any Losses incurred by Agency as a result of a third party claim arising from or relating to the unauthorized use by Company of any Ad.

11. In no event will Company's liability exceed the payments received by Company under this IO in the six (6) months preceding the event giving rise to the claim. In no event will Company be liable under this IO for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including, without limitation, damages for loss of profits or business interruption (even if advised of the possibility of such claim). Excluding payment obligations, neither party will be liable for delay or default in the performance of its respective obligations hereunder if such delay or default is caused by conditions beyond such party's reasonable control, including but not limited to, fire, flood, accident, earthquakes, acts of God or labor disputes.

12. Except as expressly provided in this IO, neither party makes any representations or warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, or implied warranties arising out of course of dealing, course of performance or usage of trade. Without limiting the foregoing, Company does not guaranty or warrant that any particular number of consumers will view the Ads.

13. Each party agrees to protect the other's confidential and proprietary information in the same manner that it protects its own confidential information of similar nature, but in no event less than reasonable care. Company shall have the right to disclose Agency's and/or Advertiser's (as the case may be) confidential information as necessary to perform its obligations under this IO. Confidential information of a party will not include information (i) previously known to the

recipient at the time of disclosure; (ii) is or becomes generally available to the public through no fault of the recipient; (iii) is developed by the recipient without reference to the other party's confidential information and/or (iv) is communicated to the recipient by a third party free of any obligation of confidentiality. Additionally, recipient may disclose confidential information in response to an order of a court or other governmental body or as otherwise required by law. Agency acknowledges and agrees that Company's rates are confidential information of the Company.

14. In the event of a conflict between any terms set forth in this IO and any Company policies provided to Agency, the terms set forth in any such policies shall govern. No terms or conditions appearing on orders, instructions or otherwise, that conflict with or amend the terms and conditions herein, or that are inserted unilaterally by the Agency, will be binding on Company and such terms are not accepted until approved in writing by Company.

15. Any notice required to be delivered hereunder will be deemed delivered 3 days after deposit, postage paid, in U.S. mail, return receipt requested, 1 business day if sent by overnight courier service, and immediately if sent electronically or by fax (in each case, with confirmation of successful transmission). All notice to Company and Agency will be sent to their respective contacts as noted on the front page of this IO.

16. If any provision of this IO is held to be void, invalid or inoperative, the remaining provisions of this IO shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties. The failure of either party to exercise any rights or the waiver of either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach or any other term of this IO. The remedies under this IO shall be cumulative and the election of one remedy for a breach shall not preclude pursuit of other remedies unless expressly provided otherwise in this IO. Each party to this IO is an independent contractor in relation to the other party with respect to all matters arising under this IO. Agency may not assign or transfer any of its rights or obligations under this IO to any other entity without the prior written consent of Company.

17. Agency and Advertiser shall be jointly and severally liable to Company for all of the obligations attributable to Agency and/or Advertiser under this IO.

18. Certain terms of this IO that are intended to survive termination or expiration of this IO shall so survive, including without limitation, each party's indemnity, limitation of liability and non-disclosure obligations.

19. This IO shall be governed by the laws of the State of New York without regard to its conflicts of law principles thereof, and Agency hereby submits to the jurisdiction of the federal and state courts of New York.

Internet Specific Terms

1. The 4A's/IAB Standard Terms and Conditions, v.3.0, for online advertising shall apply to all Ads placed for publication on Company's website(s) www.indiancountrytodaymedianetwork.com and/or any other website determined by Company in its sole discretion (the "Site"), provided however, that in the event of a conflict between any term of this IO and any term therein, the term of this IO shall govern.

2. Agency acknowledges and agrees that Company uses a third party ad server to track delivery of each Ad, and in the event of any dispute between the parties, the numbers provided by Company's ad server shall govern.

3. Company will invoice Agency for delivery of the Ads in accordance with the terms set forth on the front page of this IO.

4. Agency may only place in its Ads tags belonging to Agency or its ad server and Agency acknowledges and agrees that it may not, without Company's advance written approval, place any other third party or fourth party tags in the Ads.

5. Agency agrees to defend, indemnify and hold harmless Company and its affiliates and their respective directors, officers, employees and agents from and against any and all Losses, incurred by Company as a result of a third party claim arising from or relating to the collection and use by Agency and/or Advertiser, of any information (including without limitation, personally identifiable information) collected from the Site.

Magazine Specific Terms

1. Company will invoice Agency for publication of the Ads upon the date that the issue, in which such Ads appear in *This Week From Indian Country Today*, is mailed.

Agree and Accepted by Advertiser:

_____

Name and Title

_____

Date

2